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Attorneys for Defendant
US Airways, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

C 12 5860

JOSEPH TIMBANG ANGELES, NOE
LASTIMOSA, on behalf of themselves
and on behalf of others similarly
situated, and the general public,

Plaintiffs,

v.

US AIRWAYS, INC., and DOES 1
through 50,

Defendants.

Case No. CV _____

NOTICE OF REMOVAL OF
DEFENDANT US AIRWAYS, INC.

(28 U.S.C. §§ 1332(d), 1441(a))

(San Francisco County Superior Court Case
No. CGC-12-521809)

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA AND TO PLAINTIFFS
AND PLAINTIFFS' ATTORNEY OF RECORD:

Pursuant to 28 U.S.C. § 1446(a), Defendant US Airways, Inc. ("US
Airways") hereby invokes this Court's jurisdiction under the provisions of 28 U.S.C.
§§ 1332(d) and 1441(a) and states the following grounds for removal:

NOTICE OF REMOVAL CV _____

FILED
2012 NOV 15 P 3:06
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
San Francisco, CA
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1 1. On October 17, 2012, Defendant received a Summons and First
2 Amended Complaint, a true and correct copy of which is attached hereto collectively as
3 Exhibit A. The action, which arises from an alleged employment relationship between
4 Plaintiffs Joseph Timbang Angeles and Noe Lastimosa ("Plaintiffs") and Defendant, was
5 brought in the Superior Court of the State of California, County of San Francisco, styled
6 and captioned exactly as above, and assigned Case No. CGC-12-521809. Plaintiffs had
7 previously filed, but not served, a Complaint in this matter on June 22, 2012, a true and
8 correct copy of which is attached hereto as Exhibit B. No other pleadings or papers have
9 been filed in this action, and no other defendants have been served with the First
10 Amended Complaint.

11 2. Said Case No. CGC-12-521809 was filed as a putative civil class
12 action wherein Plaintiffs, on behalf of themselves and a putative class of allegedly
13 similarly situated employees, seek compensatory and other damages and relief according
14 to proof at trial against Defendant. Plaintiffs have alleged claims for violations of the
15 California Labor Code (including, but not limited to, failure to pay overtime, failure to
16 provide accurate itemized wage statements, failure to provide meal periods and rest
17 breaks, failure to reimburse reasonable business expenses, and violations of the Private
18 Attorney General Act). Plaintiffs also allege a statutory claim for violation of California
19 Business and Professions Code §§ 17200 *et seq.*

20 3. This Notice of Removal has been filed within thirty (30) days of service of
21 Defendant, and, as no other defendant has been served, the requirement of 28 U.S.C.
22 § 1446(b) requiring removal within thirty (30) days of service of the first defendant has
23 been satisfied. In addition, this Notice of Removal has been filed within one year of the
24 commencement of the action in state court as required by 28 U.S.C. § 1446(c). Therefore,
25 this Notice of Removal has been timely filed.

26 4. This Court has subject matter jurisdiction over all the claims alleged in this
27 action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), because
28 this is a putative class action in which: (a) there are 100 or more members in Plaintiffs'

1 proposed class; (b) at least some members of the proposed class, including Plaintiffs, have
2 a different citizenship from one or more defendants; (c) the claims of the proposed class
3 members, in the aggregate, exceed the sum or value of \$5,000,000 (exclusive of interest
4 and costs); and (d) no exceptions to CAFA apply.

5 **JURISDICTION AND BASIS FOR REMOVAL UNDER CAFA**

6 **Plaintiffs' Class Action Consists of More Than 100 Members.**

7 5. CAFA jurisdiction can attach so long as the number of class members of all
8 proposed plaintiff classes in the aggregate exceeds one hundred (100). 28 U.S.C. §
9 1332(d)(5)(B). Plaintiffs allege – and Defendant agrees – that the class proposed in the
10 First Amended Complaint consists of “over 100 Fleet Service Agents working for
11 Defendants in California.” (Amend. Compl. ¶ 50.) US Airways confirms, based on
12 currently available information, that there were, on average, approximately 226.44 full-
13 time Fleet Service Agents employed by US Airways per month in California during the
14 course of the class period to date, excluding partial months. (Declaration of Rob
15 Harbinson in Support of Removal, dated November 12, 2012 (“Harbinson Decl.”) ¶ 7.) In
16 addition, there were, on average, approximately 163.04 part-time Fleet Service Agents
17 employed by US Airways per month in California during the course of the class period.
18 (*Id.* ¶ 7.)

19 6. Accordingly, there is no dispute that the number of putative class members
20 in the class proposed by Plaintiffs exceeds one hundred (100).

21 **Diversity of Citizenship is Established.**

22 7. Plaintiff Joseph Timbang Angeles (“Angeles”), according to US Airways’
23 records, is a citizen of the State of California, residing in the city of Daly City, California.
24 (*Id.* ¶ 3.) Angeles alleges in his First Amended Complaint that at all times relevant to this
25 lawsuit he was employed by US Airways at the San Francisco International Airport in the
26 State of California. (Amend. Compl. ¶ 8.)

27 8. Plaintiff Noe Lastimosa (“Lastimosa”), according to US Airways’ records,
28 is a citizen of the State of California, residing in the city of San Francisco, California.

1 (Harbinson Decl. ¶ 4.) Lastimosa alleges in his First Amended Complaint that at all times
2 relevant to this lawsuit he was employed by US Airways at the San Francisco
3 International Airport in the State of California. (Amend. Compl. ¶ 9.)

4 9. The Summons and First Amended Complaint name US Airways, Inc. as the
5 named Defendant. At the time this action was filed and at the time this Notice of
6 Removal was filed, US Airways, Inc., was and is a corporation incorporated under the
7 laws of the State of Delaware with its principal place of business in Tempe, Arizona. US
8 Airways' corporate headquarters is located in Arizona, and its administrative, executive,
9 and support functions are centralized there. (Harbinson Decl. ¶ 2.) Accordingly, US
10 Airways is, for the purposes of removal, and pursuant to 28 U.S.C. § 1332(c)(1), both a
11 citizen of Delaware and Arizona. *See Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1192 (2010)
12 (concluding that a corporation's "'principal place of business' is best read as referring to .
13 . . the corporation's 'nerve center'" where "the corporation maintains its headquarters" so
14 long as "the headquarters is the actual center of direction, control, and coordination").

15 10. The First Amended Complaint also names fifty (50) "Does" as defendants.
16 For purposes of removal, "the citizenship of defendants sued under fictitious names shall
17 be disregarded." 28 U.S.C. § 1441(b). Therefore, for purposes of removal jurisdiction
18 based on 28 U.S.C. § 1332, the citizenship of all of the "Doe" defendants is to be
19 disregarded.

20 11. Because Defendant is a citizen of states outside California, and one or more
21 members of the proposed plaintiff class is a citizen of California, the minimal diversity
22 requirement of 28 U.S.C. § 1332(d)(2)(A) is satisfied.

23 **The Aggregate Amount-in-Controversy Exceeds \$5,000,000.**

24 12. The amount in controversy in this case exceeds the sum or value of
25 \$5,000,000, as required by 28 U.S.C. §§ 1332(d)(2) and 1332(d)(6), the latter of which
26 provides: "In any class action, the claims of the individual class members shall be
27 aggregated to determine whether the matter in controversy exceeds the sum or value of
28 \$5,000,000, exclusive of interests and costs." By this allegation, and the statements

1 contained in this Notice of Removal, Defendant does not concede that Plaintiffs are owed
2 in excess of five million dollars (\$5,000,000), that they are owed any amount whatsoever,
3 or that class certification is appropriate. Nevertheless, the amount “in controversy” in this
4 case is in excess of five million dollars (\$5,000,000) for the reasons set forth below.

5 13. The First Amended Complaint purports to assert eight causes of action, all
6 of which are putative class claims.

7 14. Based on the First Amended Complaint’s allegations, which Defendant
8 disputes, the amount in controversy exceeds \$5,000,000.00 dollars, as demonstrated by
9 the following reasonable assumptions:

10 (a) From December 2008 forward, and subject to applicable living wage
11 ordinances in some areas, the lowest straight-time hourly rate for any
12 employee in the putative class – pursuant to the collective bargaining
13 agreement which governs the putative class’s employment – has been
14 \$9.29/hour. (Harbinson Decl. ¶ 9.) The highest possible wage rate is
15 currently \$20.57/hour. (*Id.* ¶ 9.) The Fleet Service Agents who
16 comprise the putative class in this action had thirty-seven (37) pay
17 periods from June 22, 2011, to October 31, 2012. (*Id.* ¶ 9.)

18 (b) The First Amended Complaint alleges that there are over one
19 hundred employees in the putative class as defined by the First
20 Amended Complaint. (Amend. Compl. ¶ 50.) Defendant confirms
21 that from December 2008 through October 2012, it has employed an
22 approximate average of 217.9 full-time Fleet Service Agents per
23 month in California. (*Id.* ¶ 7.) The First Amended Complaint’s
24 purported class period started in June 2008 and will continue to run
25 until the conclusion of this action. (Amend. Compl. ¶ 49.)

26 (c) The First Amended Complaint alleges that US Airways regularly
27 “deducted 30 minutes from each Fleet Service Agent’s daily hours
28 worked” and “[a]s a pattern and practice . . . regularly required

1 employees to work through their meal periods without proper
2 compensation.” (Amend. Compl. ¶¶ 60 & 66.) The First Amended
3 Complaint proceeds to allege that as a result of this alleged conduct,
4 “employees have been deprived of overtime compensation.”
5 (Amend. Compl. ¶ 61.) Although Defendant denies these allegations,
6 if true Defendants would owe each employee “one-and-a-half (1½)
7 times such employees regular rate of pay” for each unpaid overtime
8 hour. (Industrial Welfare Commission Wage Order No. 9-2001 §
9 3(A).) Assuming an average of approximately 217.19 putative class
10 members per month for the 47 months from December 2008 to
11 October 2012, each earning \$9.29/hour (and therefore earning
12 overtime at \$13.94/hour) and being denied a half hour of overtime
13 per day for five days per week, the potential damages at issue would
14 be \$1,529,171.16.

15 (d) Further, the First Amended Complaint alleges that US Airways
16 “regularly required employees to work through their meal periods”
17 and “failed to pay employees . . . the premium compensation” alleged
18 due to them. (Amend. Compl. ¶¶ 66-67.) Although Defendant
19 denies this allegation, if true Defendant would owe each employee
20 “one (1) hour of pay at the employee’s regular rate of compensation
21 for each workday that the meal period is not provided.” (Industrial
22 Welfare Commission Wage Order No. 9-2001 § 11(D).) Assuming
23 an approximate average of 217.19 putative class members per month
24 for the 47 months from December 2008 to October 2012, each
25 earning \$9.29/hour and being denied one meal period per day for
26 three days per week, the potential damages at issue would be an
27 additional \$1,223,336.93.

28 (e) The First Amended Complaint also alleges that “[a]s a pattern and

1 practice, [US Airways] regularly required employees to work through
2 their rest breaks without proper compensation.” (Amend. Compl. ¶
3 73.) Although Defendant denies this allegation, if true Defendant
4 would owe each employee “one (1) hour of pay at the employee’s
5 regular rate of compensation for each work day that the rest period is
6 not provided.” (Industrial Welfare Commission Wage Order No. 9-
7 2001 § 12(B).) Assuming an approximate average of 217.19 putative
8 class members per month for the 47 months from December 2008 to
9 October 2012, each earning \$9.29/hour and being denied one rest
10 break per day for four days per week, the potential damages at issue
11 would be \$1,631,115.90.

12 (f) The First Amended Complaint also alleges that Plaintiff Angeles may
13 “recover civil penalties as [an] aggrieved employee on behalf of
14 himself and other current and former employees” of US Airways
15 under the Labor Code Private Attorney General of 2004 (“PAGA”).
16 (Amend. Compl. ¶¶ 112-119.) Although Defendant denies any
17 liability under PAGA, if Plaintiffs prevail PAGA provides for a civil
18 penalty of “one hundred dollars (\$100) for each aggrieved employee
19 per pay period,” subject to certain restrictions. (Cal. Labor Code §
20 2699(f)(2).) Assuming thirty-seven (37) pay periods from June 22,
21 2011, to October 31, 2012, and approximately 175.25 putative class
22 members per month, the potential penalties at issue would be
23 \$648,425.00. (Harbinson Decl. ¶¶ 6 & 8.)

24 (g) Accordingly, utilizing only the conservative estimates of Plaintiffs’
25 claims as set forth above, the total damages at issue would be
26 \$5,032,048.99.
27
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15. This calculation uses artificially low assumptions regarding the putative class' wage rates and the number of individuals in the putative class, and does not factor in some of Plaintiffs' class claims. It does not take into account Plaintiffs' claims for, among other things, waiting time penalties, unfair business practices, or unreimbursed business expenses. (Amend. Compl. ¶¶ 84-87, 92, 108.) Moreover, it does not take into account the part-time Fleet Service Agents who are members of the putative class, and excludes the first six months of the class period (June 2008 through November 2008) from several of Plaintiffs' claims.

16. In short, as a matter of legal certainty the amount in controversy in this action exceeds five million dollars (\$5,000,000) as required by 28 U.S.C. § 1332(d)(2) and § 1332(d)(6), even if only a subset of the First Amended Complaint's allegations are considered.

No CAFA Exception Applies.

17. CAFA contains certain jurisdictional exceptions, none of which applies to the present case.

18. The “Local Controversy Exception” does not apply to the present case because the named defendant is not a citizen of California, the state in which the action was originally filed. *See* 28 U.S.C. § 1332(d)(4)(A)(i)(II)(cc).

19. The “Home State Exception” does not apply to the present case because the primary defendant is not a citizen of California, the state in which the action was originally filed. *See* 28 U.S.C. § 1332(d)(4)(B).

20. Accordingly, all of the requirements for federal jurisdiction under 28 U.S.C. §1332(d) are satisfied, and removal of this action is proper under 28 U.S.C. §§ 1441, 1446, and 1453.

CONCLUSION

21. For the reasons discussed herein, pursuant to 28 U.S.C. §§ 1332 and 1441(a), and under the principles of CAFA jurisdiction, this state court action may be removed to Federal District Court.

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EXHIBIT A

SUMMONS TO FIRST AMENDED (CITACION JUDICIAL) COMPLAINT

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

US Airways, Inc., and DOES 1 through 50,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Joseph Timbang Angeles, Noe Lastimosa, on behalf of themselves, and
on behalf of others similarly situated, and the general public,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Francisco
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-12-521809

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Arlo Uriarte, Esq., Liberation Law Group, P.C., 2760 Mission Street, San Francisco, CA 94110 (415)695-1000

DATE: OCT 04 2012
(Fecha)

CLERK OF THE COURT

Clerk, by
(Secretario)

M.A. MORAN

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): US Airways, Inc.,

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

4. ☒ other (specify):

4. ☒ by personal delivery on (date): 10/17/2012 11:30 AM

Page 1 of 1

1 Arlo Garcia Uriarte, SBN 231764
2 Un Kei Wu, SBN 270058
3 Ernesto Sanchez, SBN 278006
LIBERATION LAW GROUP, P.C.
2760 Mission Street
4 San Mateo, CA 94110
5 Telephone: (415) 695-1000
Facsimile: (415) 695-1006

6 Attorneys for PLAINTIFFS

ENDORSED
FILED
Superior Court of California
County of San Francisco

OCT 04 2012

CLERK OF THE COURT
BY: MARY ANN MORAN
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN FRANCISCO

11 Joseph Timbang Angeles, Noe Lastimosa, on
12 behalf of themselves, and on behalf of others
similarly situated, and the general public,

13 Plaintiffs,

14 vs.

16 US Airways, Inc., and DOES 1 through 50,

17 Defendants.

Case No.: CGC-12-521809

CLASS ACTION

*FIRST AMENDED COMPLAINT FOR
DAMAGES AND EQUITABLE RELIEF:*

- (1) FAILURE TO PAY OVERTIME
- (2) FAILURE TO COMPENSATE FOR
IMPROPER OR MISSED MEAL
PERIODS
- (3) FAILURE TO COMPENSATE FOR
IMPROPER OR MISSED REST
BREAKS
- (4) FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS
- (5) FAILURE TO REIMBURSE FOR
WORK RELATED EXPENSES
- (6) WAITING TIME PENALTIES
- (7) UNFAIR BUSINESS PRACTICES
- (8) LABOR CODE §§ 2699, ET SEQ.

24
25 PLAINTIFFS Joseph Timbang Angeles and Noe Lastimosa ("PLAINTIFFS"), hereby
26 submit their Complaint against Defendant US Airways, Inc., and Does 1-50 (hereinafter
27 collectively referred to as "DEFENDANTS") on behalf of themselves, and the class of others
28 similarly situated, as follows:

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INTRODUCTION

1. This class action is within the Court's jurisdiction under California Labor Code Sections 201-204, 226, 510, 1194, 226.7, 2802 and 512, California Business and Professions Code Section 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial Welfare Commission ("IWC") including IWC Wage Order No. 9.

2. This complaint challenges systemic illegal employment practices resulting in violations of the California Labor Code, Business and Professions Code and applicable IWC wage orders against employees of DEFENDANTS.

3. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS, joint and severally have acted intentionally and with deliberate indifference and conscious disregard to the rights of all employees in receiving all wages due and lawful rest and meal periods.

4. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS have engaged in, among other things a system of willful violations of the California Labor Code, Business and Professions Code and applicable IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny employees: (a) all wages due, including overtime wages (b) the opportunity to take proper rest and meal periods, and (c) receive accurate wage statements.

5. The policies, practices and customs of DEFENDANTS described above and below have resulted in unjust enrichment of DEFENDANTS and an unfair business advantage over businesses that routinely adhere to the strictures of the California Labor Code, Business and Professions Code and applicable IWC wage orders.

JURISDICTION AND VENUE

6. The Court has jurisdiction over the violations of the California Labor Code Sections 201-204, 510, 1194 226.7, 226, 2802 and 512 California Business and Professions Code Section 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial Welfare Commission including IWC Wage Order No. 9 § 11 and 12 claims alleged herein.

1 Damages alleged herein are in an amount that exceeds \$25,000, the precise amount of which will
2 be proven at trial.

3 7. Venue is proper because the alleged wrongs occurred in the County of San Francisco.
4 DEFENDANTS are located within the jurisdiction of the County of San Francisco.
5 PLAINTIFFS worked for DEFENDANTS in the San Francisco International Airport.

6 PARTIES

7 8. PLAINTIFF Joseph Timbang Angeles was employed as a part-time ramp agent at
8 San Francisco International Airport ("SFIA") by DEFENDANTS from May 27, 2008 to June 4,
9 2012.

10 9. PLAINTIFF Noe Lastimosa was employed by DEFENDANTS as a full-time ramp
11 agent and later as a part-time ramp agent at SFIA from 2007 to the present.

12 10. US Airways, Inc. is a corporation doing business in the State of California with
13 its principal place of business in the County of San Francisco.

14 11. PLAINTIFFS are informed and believes and thereon alleges that at all times herein
15 mentioned DEFENDANTS and DOES 1 through 50, are and were corporations, business
16 entities, individuals, and partnerships, licensed to do business and actually doing business in the
17 State of California.

18 12. DEFENDANTS own and operate an industry, business and establishment in the
19 County of San Francisco, for the purpose of providing cleaning, fueling, and ramp related
20 services to its airplanes that serve passengers at San Francisco International Airport. As such,
21 and based upon all the facts and circumstances incident to DEFENDANTS' business in
22 California, DEFENDANTS are subject to California Labor Code Sections 201-204, 510, 1194
23 226.7, 226, and 2802, 512, California Business and Professions Code Section 17200, et seq.,
24 (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial Welfare
25 Commission including IWC Wage Order No. 9§ 11 and 12.

26 13. PLAINTIFFS do not know the true names or capacities, whether individual,
27 partner or corporate, of the DEFENDANTS sued herein as DOES 1 through 50, inclusive, and
28

1 for that reason, said DEFENDANTS are sued under such fictitious names, and PLAINTIFFS
2 prays leave to amend this complaint when the true names and capacities are known.
3 PLAINTIFFS are informed and believes and thereon alleges that each of said fictitious
4 DEFENDANTS are responsible in some way for the matters alleged herein and proximately
5 caused PLAINTIFFS and members of the class to be subject to the illegal employment practices,
6 wrongs and injuries complained of herein.

7 14. At all times herein mentioned, each of said DEFENDANTS participated in the
8 doing of the acts hereinafter alleged to have been done by the named DEFENDANTS; and
9 furthermore, the DEFENDANTS, and each of them, were the agents, servants and employees of
10 each of the other DEFENDANTS, as well as the agents of all DEFENDANTS, and at all times
11 herein mentioned, were acting within the course and scope of said agency and employment.

12 15. PLAINTIFFS are informed and believes and based thereon alleges that at all
13 times material hereto, each of the DEFENDANTS named herein was the agent, employee, alter
14 ego and/or joint venturer of, or working in concert with each of the other co-DEFENDANTS and
15 was acting within the course and scope of such agency, employment, joint venture, or concerted
16 activity. To the extent said acts, conduct, and omissions were perpetrated by certain
17 DEFENDANTS, each of the remaining DEFENDANTS confirmed and ratified said acts,
18 conduct, and omissions of the acting Defendant.

19 16. At all times herein mentioned, DEFENDANTS, and each of them, were members
20 of, and engaged in, a joint venture, partnership and common enterprise, and acting within the
21 course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

22 17. At all times herein mentioned, the acts and omissions of various DEFENDANTS,
23 and each of them, concurred and contributed to the various acts and omissions of each and all of
24 the other DEFENDANTS in proximately causing the injuries and damages as herein alleged.

25 STATEMENT OF FACTS

26 18. Defendant US Airways along with US Airways Shuttle and US Airways Express,
27 operates flights and serves passengers in several airports in California, including San Francisco,
28

1 San Jose, Oakland, Sacramento, Monterey, Fresno, Bakersfield, San Luis Obispo, Santa Barbara,
2 Santa Ana, Palm Springs, Los Angeles and San Diego.

3 19. PLAINTIFFS and similarly situated employees ("Fleet Service Agents") are
4 required to clock in and clock out each work day.

5 20. Fleet Service Agents are assigned a schedule for morning (a.m.) shifts and
6 afternoon/evening (p.m.) shifts. Fleet Service Agents are allowed to 'pick-up shifts' from other
7 Fleet Service Agents to pick-up shift mean to add shifts to pre-assigned daily schedules. By
8 picking up shifts part-time and full-time Fleet Service Agents are able to increase the number of
9 daily and weekly hours worked.

10 21. Fleet Service Agents, especially when working two or more shifts in one day,
11 regularly work more than 8 hours in one day.

12 22. Fleet Service Agents, especially when working two or more shifts in one day,
13 regularly work more than 12 hours in one day.

14 23. Fleet Service Agents, especially when working two or more shifts in one day,
15 regularly work more than 40 hours in one week.

16 24. DEFENDANTS' pay Fleet Service Agents once every two weeks. For a two week
17 pay period, the maximum number of regular hours is 80.

18 25. Yet, DEFENDANTS' payroll services when accounting for hours worked and
19 overtime hours worked does not properly pay Fleet Service Agents pursuant to California
20 overtime regulations.

21 26. DEFENDANTS' payroll services engaged in a creative accounting practice that
22 results in the underpayment of overtime wages.

23 27. DEFENANTS payroll services segregates the hours worked into different categories
24 resulting in the underpayment and inaccurate accounting of overtime hours worked during each
25 two week pay period.

26 28. The pay stub or itemized wage statements received by Fleet Service Agents do
27 not accurately reflect which hours are hours worked and which hours are regular hours worked.
28

1 29. Fleet Service Agents are not required to clock in and clock out during meal
2 periods.

3 30. Fleet Service Agents were subject to a uniform policy and practice wherein these
4 employees were only allowed to take meal periods and rest periods when there are no flights that
5 need to be serviced. Often, changes in flight schedules, under staffing, and other factors causes
6 Fleet Service Agents to involuntarily engage in improper/on-duty meal periods and rest breaks or
7 results in Fleet Service Agents missing meal period and rest breaks entirely.

8 31. DEFENDANTS' uniform practice and policy is to not schedule meal periods for
9 Fleet Service Agents.

10 32. DEFENDANTS' uniform practice and policy is to not schedule rest breaks for Fleet
11 Service Agents.

12 33. DEFENDANTS' uniform practice and policy is to not allow its Fleet Service Agents
13 to leave the employment premises or that part of the airport that U.S. Airways operates and
14 controls. Therefore, Fleet Service Agents are not free to use their meal periods for whatever
15 purpose.
16

17 34. DEFENDANTS' did not have a uniform practice or policy in place to relieve Fleet
18 Service Agents of all duties allowing them to take a proper meal period the entire meal period.

19 35. DEFENDANTS' uniform practice and policy was to automatically deduct 30 minutes
20 from each Fleet Service Agent's work hours, to account for meal periods. This automatic
21 deduction is done without regard to whether or not the meal period was actually taken.

22 36. DEFENDANTS' did not have a uniform practice or policy in place for Fleet Service
23 Agents to schedule proper rest break.

24 37. Fleet Service Agents were not free from DEFENDANTS' control during meal
25 periods, as they were required to be inside DEFENDANTS' premises and required to respond to
26 cell phone calls or radio calls at all times.

27 38. Fleet Service Agents were not free from DEFENDANTS' control during rest breaks.
28

1 39. Fleet Service Agents were scheduled for shifts lasting more than 2 hours requiring at
2 least one rest break per shift.

3 40. Fleet Service Agents were scheduled for shifts of 5 hours or more requiring at least
4 one meal period per shift.

5 41. DEFENDANTS only authorized meal periods for full-time Fleet Service Agents who
6 were scheduled for shifts of 6 hours or more.

7 42. DEFENDANTS did not authorize meal periods for part-time Fleet Service Agents
8 who worked shifts lasting less than 6 hours.

9 43. DEFENDANTS did not authorize rest breaks for part-time Fleet Service Agents who
10 worked shifts lasting less than 4 hours but over 2 hours.

11 44. DEFENDANTS did not authorize a second rest break for Fleet Service Agents who
12 worked shifts over 6 hours but less than 8 hours.

13 45. DEFENDANTS did not authorize a second meal period for Fleet Service Agents
14 working a shift longer than 10 hours.

15 46. DEFENDANTS did not authorize a third rest break for Fleet Service Agents working
16 shifts longer than 10 hours.

17 47. When meal or rest periods are missed involuntarily by Fleet Service Agents or
18 because they were not authorized by DEFENDANTS, Fleet Service Agents were not
19 compensated one-hour at their regular rate of pay.

20 48. On or about June 29, 2012, PLAINTIFF Joseph Timbang Angeles through counsel,
21 pursuant to the Labor Code Private Attorneys General Act of 2004, sent via certified mail a
22 letter-notice of violations to the California Labor and Workforce Development Agency
23 ("LWDA"), as required by Labor Code §2699.3. The LWDA has not provided notice that it
24 does not intend to investigate the alleged violations. Pursuant to Labor Code §2699.3(a)(2)(A),
25 because the LWDA did not provide a notice of intent to investigate within thirty three (33)
26 calendar days of the postmark date of the letter sent to the LWDA on June 29, 2012, PLAINTIFF
27 Joseph Timbang Angeles may commence a civil action pursuant to Section 2699.
28

CLASS ACTION ALLEGATIONS

49. **Definition:** The named individual PLAINTIFFS brings this action on behalf of himself and the class pursuant to California Code of Civil Procedure § 382. The class is defined as:

“All current and former employees of DEFENDANTS who worked as Fleet Service Agents in the State of California at any time from period commencing four years from the filing of this action through the entry of final judgment in this action.”

50. **Numerosity and Ascertainability:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed and believe that there are over 100 Fleet Service Agents working for DEFENDANTS in California. The identity of the members of the class is readily ascertainable by review of DEFENDANTS' records. Notice can be provided to the Class Members via first class mail using techniques and a form of notice similar to those customarily used in class action lawsuits of this nature. PLAINTIFFS are informed and believes and based thereon alleges that (a) class members regularly were denied payment of all wages due, and (b) class members were regularly denied meal periods and rest breaks.

51. **Adequacy of Representation:** PLAINTIFFS are a member of the class, PLAINTIFFS does not have any conflicts of interest with other class members and will prosecute the case vigorously on behalf of the class. PLAINTIFFS will fairly and adequately represent and protect the interests of the class members. The PLAINTIFFS' counsels are competent and experienced in litigating wage and hour class actions.

52. **Superiority of Class Action:** A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable, and questions of law and fact common to the class predominate over any questions affecting only individual members of the class. Each class member has been damaged and is entitled to recovery by reason of DEFENDANTS' unlawful policies and/or practices described herein. Because the damages suffered by individual Class Members may be relatively

1 small, albeit significant, the expense and burden of individual litigation make it impractical for
2 most Class Members individually to seek redress for the wrongful conduct alleged. Class action
3 treatment will allow those similarly situated persons to litigate their claims in the manner that is
4 most efficient and economical for the parties and the judicial system.

5 53. The California Labor Code and Wage Order provisions upon which PLAINTIFFS
6 bases their claims are broadly remedial in nature. These laws and labor standards serve an
7 important public interest in establishing minimum working conditions and standards in
8 California. These laws and labor standards protect the average working employee from
9 exploitation by employers who may seek to take advantage of superior economic and bargaining
10 power in setting onerous terms and conditions of employment.

11 54. The nature of this action and the format of laws available to PLAINTIFFS and
12 members of the class identified herein make the class action format a particularly efficient and
13 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
14 file an individual lawsuit, the corporate DEFENDANTS would necessarily gain an
15 unconscionable advantage since it would be able to exploit and overwhelm the limited resources
16 of each individual PLAINTIFF with their vastly superior financial and legal resources.
17 Requiring each class member to pursue an individual remedy would also discourage the
18 assertion of lawful claims by employees who would be disinclined to file an action against their
19 former and/or current employer for real and justifiable fear of retaliation and permanent damage
20 to their careers at subsequent employment.

21 55. The prosecution of separate actions by the individual class members, even if
22 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
23 to individual class members against the DEFENDANTS and which would establish potentially
24 incompatible standards of conduct for the DEFENDANTS, and/or (b) adjudications with respect
25 to individual class members which would, as a practical matter, be dispositive of the interest of
26 the other class members not parties to the adjudications or which would substantially impair or
27 impede the ability of the class members to protect their interests. Further, the claims of the
28

1 individual members of the class are not sufficiently large to warrant vigorous individual
2 prosecution considering all of the concomitant costs and expenses.

3 56. **Common Question of Law and Fact:** There are questions of law and fact
4 common to PLAINTIFFS and the class that predominate over any questions affecting only
5 individual members of the class. These common questions of law and fact include, without
6 limitation:

- 7 a. Whether DEFENDANTS have failed to pay its employees
8 overtime wages for time worked in excess of 40 hours per week,
9 eight hours per day and/or double overtime twelve hours per day;
10 b. Whether DEFENDANTS have employed employees in a position
11 subject to, and not exempt from, California's overtime pay and
12 other wage and hour requirements;
13 c. Whether DEFENDANTS have violated IWC wage order No. 9, § 3
14 and Labor Code §§ 510 and 1194 by their failure to pay overtime
15 compensation and whether the practice of automatically deducting
16 30 minutes for meal periods was unlawful;
17 d. Whether DEFENDANTS failure to pay overtime compensation,
18 and automatically deducting 30 minutes, constituted an unlawful,
19 unfair, and/or fraudulent business practice, under Business &
20 Professions Code § 17200 et seq.;
21 e. Whether DEFENDANTS have failed to provide adequate off-duty
22 meal periods and payments for missed meal periods, and/or
23 whether the practice of automatically deducting 30 minutes for
24 meal periods was in violation of Labor Code §§ 226.7 and 512 and
25 IWC wage order No. 9, § 11;
26 f. Whether DEFENDANTS' failure to provide adequate meal periods
27 and payments for missed meal periods, and/or the practice of
28

1 automatically deducting 30 minutes for meal periods, constitutes
2 an unlawful, unfair, and/or fraudulent business practice, under
3 Business & Professions Code § 17200 et seq;

- 4 g. Whether DEFENDANTS have failed to provide adequate rest
5 breaks and payments for missed rest breaks, in violation of Labor
6 Code §§ 226.7 and 512 and IWC wage order No. 9, § 12;
7
8 h. Whether DEFENDANTS' failure to provide adequate rest breaks
9 and payments for missed rest breaks constitutes an unlawful,
10 unfair, and/or fraudulent business practice, under Business &
11 Professions Code § 17200 et seq;
12
13 i. Whether the wage statements provided to PLAINTIFFS and
14 similarly situated employees were inaccurate pursuant to Labor
15 Code § 226 and IWC Wage Order 9.
16
17 j. Whether PLAINTIFFS and similarly situated employees are
18 entitled to the statutory penalties to recover the greater of all actual
19 damages or fifty dollars (\$50) for the initial violation and one
20 hundred dollars (\$100) for each subsequent violation, up to four
21 thousand dollars (\$4,000) pursuant to Labor Code § 226(b);
22
23 k. Whether DEFENDANTS have violated Labor Code §§ 201-203,
24 by failing, upon termination, to timely pay employees wages that
25 were due for overtime, missed meal periods, and/or rest breaks;
26
27 l. Whether DEFENDANTS failure to pay all compensation owed at
28 time of termination of employment constituted an unlawful, unfair,
and/or fraudulent business practice, under Business & Professions
Code § 17200 et seq;

- 1 m. Whether DEFENDANTS have violated Labor Code §2802, by
2 failing to pay work related expenses, for the use of cell phones by
3 its employees;
4 n. Whether DEFENDANTS failure to pay work related expenses
5 constituted an unlawful, unfair, and/or fraudulent business practice,
6 under Business & Professions Code § 17200 et seq;
7 o. The proper formula for calculating restitution, damages, and
8 waiting time and other statutory penalties owed to PLAINTIFFS
9 and the class alleged herein.

10 57. **Typicality:** The claims of PLAINTIFFS are typical of the claims of all members
11 of the class. The PLAINTIFFS are a member of the class and has suffered the alleged violations
12 of California Labor Code Sections 201-204, 510, 1194 226.7, 226, and 512 and California
13 Industrial Welfare Commission wage orders including IWC Wage Order No. 9.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES AND OVERTIME COMPENSATION**

16 58. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
17 fully set for herein.

18 59. By failing to pay overtime compensation to PLAINTIFFS and similarly situated
19 employees DEFENDANTS violated and continues to violate Labor Code § 510 and IWC wage
20 order No. 9, § 3, which require overtime compensation to non-exempt employees.

21 60. By automatically deducting 30 minutes from each Fleet Service Agent's daily
22 hours worked without regard to whether or not a meal period was actually taken,
23 DEFENDANTS' unlawfully withheld wages.

24 61. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS and the similarly
25 situated employees have been deprived of overtime compensation in an amount to be determined
26 at trial, and are entitled to recovery of such amounts, plus interest thereon, under Labor Code §
27 1194.
28

1 62. By violating Labor Code § 510, DEFENDANTS are liable for attorneys' fees and
2 costs under Labor Code § 1194.

3 63. PLAINTIFFS, on behalf of themselves and similarly situated employees, request
4 relief as described below.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PROPER MEAL PERIODS**

7 64. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
8 fully set for herein.

9 65. DEFENDANTS failed in their affirmative obligation to ensure that all of their
10 employees, including PLAINTIFFS and others similarly situated, were actually relieved of all
11 duties, not performing any work, and free to leave the premises during meal periods.
12 PLAINTIFFS and others similarly situated were suffered and permitted to work through legally
13 required meal breaks. As such, Defendant is responsible for paying premium compensation for
14 missed meal periods pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 11(B).
15

16 66. As a pattern and practice, DEFENDANTS regularly required employees to work
17 through their meal periods without proper compensation. DEFENDANTS did not employ
18 sufficient Fleet Service Agents in order for them to take proper meal periods when the flight
19 schedules got busy. This policy of requiring employees to work through their legally mandated
20 meal periods is a violation of California law.

21 67. PLAINTIFFS are informed and believes and based thereon alleges
22 DEFENDANTS willfully failed to pay employees who were not provided the opportunity to take
23 meal breaks the premium compensation set out in Labor Code § 226.7 and IWC Wage Order No.
24 9§ 11(B). PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS'
25 willful failure to provide PLAINTIFFS and other members of the class the wages due and owing
26 them upon separation from employment.

27 68. As a pattern and practice, in violation of the aforementioned labor laws and wage
28 orders, PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS did

1 not properly maintain records pertaining to when PLAINTIFFS began and ended each meal
2 period in violation of California Labor Code §1174 and Section 7 of the applicable IWC Wage
3 Order(s).

4 69. Such a pattern, practice and uniform administration of corporate policy as
5 described herein is unlawful and creates an entitlement to recovery by the PLAINTIFFS and the
6 class identified herein, in a civil action, for the unpaid balance of the unpaid premium
7 compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 11(B), including
8 interest thereon.

9 70. DEFENDANTS' wrongful and illegal conduct in failing provide class members
10 with the opportunity to take meal breaks and to provide premium compensation in accordance
11 with Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9§ 11(B) despite the clear legal
12 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
13 great and irreparable injury to PLAINTIFFS and all members of the class in that the
14 DEFENDANTS will continue to violate these California laws, represented by labor statutes and
15 IWC wage orders, unless specifically ordered to comply with same. This expectation of future
16 violations will require current and future employees to repeatedly and continuously seek legal
17 redress in order to gain compensation to which they are entitled under California law.
18 PLAINTIFFS has no other adequate remedy at law to insure future compliance with the
19 California labor laws and wage orders alleged to have been violated herein.
20

21 THIRD CAUSE OF ACTION

22 FAILURE TO PROVIDE REST BREAKS

23 71. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
24 fully set for herein.

25 72. DEFENDANTS failed in their affirmative obligation to ensure that all of their
26 employees, including PLAINTIFFS and others similarly situated, were provided an opportunity
27 and authorized to take rest breaks. PLAINTIFFS and others similarly situated were suffered and
28 permitted to work through legally required rest breaks. As such, Defendant is responsible for

1 paying premium compensation for missed rest breaks pursuant to Labor Code § 226.7 and IWC
2 Wage Order No. 9§ 12.

3 73. As a pattern and practice, DEFENDANTS regularly required employees to work
4 through their rest breaks without proper compensation. DEFENDANTS did not employ
5 sufficient Fleet Service Agents in order for them to take proper rest breaks when the flight
6 schedules got busy. This policy of requiring employees to work through their legally mandated
7 rest breaks is a violation of California law.

8 74. PLAINTIFFS are informed and believes and based thereon alleges
9 DEFENDANTS willfully failed to pay employees who were not provided the opportunity to take
10 meal breaks the premium compensation set out in Labor Code § 226.7 and IWC Wage Order No.
11 9§ 12. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS'
12 willful failure to provide PLAINTIFFS and other members of the class the wages due and owing
13 them upon separation from employment.

14 75. Such a pattern, practice and uniform administration of corporate policy as
15 described herein is unlawful and creates an entitlement to recovery by the PLAINTIFFS and the
16 class identified herein, in a civil action, for the unpaid balance of the unpaid premium
17 compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 12, including
18 interest thereon.

19 76. DEFENDANTS' wrongful and illegal conduct in failing provide class members
20 with the opportunity to take rest breaks and to provide premium compensation in accordance
21 with Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9§ 12 despite the clear legal
22 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
23 great and irreparable injury to PLAINTIFFS and all members of the class in that the
24 DEFENDANTS will continue to violate these California laws, represented by labor statutes and
25 IWC wage orders, unless specifically ordered to comply with same. This expectation of future
26 violations will require current and future employees to repeatedly and continuously seek legal
27 redress in order to gain compensation to which they are entitled under California law.
28

1 PLAINTIFFS has no other adequate remedy at law to insure future compliance with the
2 California labor laws and wage orders alleged to have been violated herein.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

5 77. The allegations of Paragraphs above are re-alleged and incorporated herein by
6 reference.

7 78. Labor Code § 226(a) and IWC wage order No. 9, § 7(B) require employers semi-
8 monthly or at the time of each payment of wages to furnish each employee with an accurate
9 statement itemizing, among other things, the total actual hours worked by the employee. Labor
10 Code § 226(b) provides that if an employer knowingly and intentionally fails to provide a
11 statement itemizing, among other things, the total actual hours worked by the employee, then the
12 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
13 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four
14 thousand dollars (\$4,000).

15 79. DEFENDANTS knowingly and intentionally failed to furnish PLAINTIFFS and
16 similarly situated employees with accurate itemized statements showing the total actual hours
17 worked, as required by Labor Code § 226(a) and IWC wage order No 9, § 7(B). As a result,
18 DEFENDANTS, are liable to PLAINTIFFS and similarly situated Employees for the amounts
19 provided by Labor Code § 226(e).

20 80. PLAINTIFFS, on behalf of themselves and similarly situated Employees, requests
21 relief as described below.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE EMPLOYEES FOR WORK RELATED EXPENSES**

24 81. PLAINTIFFS re-allege and incorporate by reference the paragraphs above as though
25 fully set for herein.

26 82. Labor Code § 2802 requires an employer to reimburse its employees for work-related
27 expenses incurred by its employees.
28

1 83. PLAINTIFFS, and similarly situated employees, used their cell phones at work to
2 communicate with management, supervisors and other employees, during the course of each
3 work day.

4 84. PLAINTIFFS, and similarly situated employees, incurred costs and expenses, from
5 the usage of their personal cell phones, in that minutes were deducted from their cell phone plans
6 and actual usage charges were incurred, as a result of their cell phone usage.

7 85. DEFENDANTS did not compensate PLAINTIFFS, and similarly situated employees,
8 for the use of these cell phones.

9 86. By violating Labor Code § 2802, DEFENDANTS are liable for attorneys' fees and
10 costs under Labor Code §2802(c).

11 87. PLAINTIFFS, on behalf of themselves and similarly situated employees, request
12 relief as described below.

13
14 **SIXTH CAUSE OF ACTION**

15 **WAITING TIME PENALTIES**
16 **(LABOR CODE §§ 201, 202 & 203)**

17 88. PLAINTIFFS re-allege and incorporate by reference the paragraphs above as though
18 fully set for herein.

19 89. Labor Code § 201 requires an employer who discharges an employee to pay all
20 compensation due and owing to that employee immediately upon discharge.

21 90. Labor Code § 202 requires an employer to pay all compensation due and owing to an
22 employee who quits within 72 hours of that employee quitting, unless the employee provides at
23 least 72 hours notice of quitting, in which case all compensation is due at the end of the
24 employee's final day of work.

25 91. Labor Code § 203 provides that if an employer willfully fails to pay compensation
26 promptly upon discharge, as required by § 201 or § 202, then the employer is liable for waiting
27 time penalties in the form of continued compensation of up to 30 work days.

1 92. DEFENDANTS willfully failed and refused to timely pay compensation and wages,
2 including unpaid meal and rest compensation, and overtime wages to employees whose
3 employment terminated. As a result, DEFENDANTS are liable to former employees for waiting
4 time penalties, together with interest thereon under Labor Code § 203.

5 93. PLAINTIFFS, on behalf of all terminated employees, request relief as described
6 below.

7 **SEVENTH CAUSE OF ACTION**

8 **FOR VIOLATIONS OF *BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.***

9
10 94. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
11 fully set for herein.

12 95. Business & Professions Code § 17200 prohibits unfair competition in the form of
13 any unlawful, unfair, or fraudulent business act or practice.

14 96. Business & Professions Code § 17204 allows "any person acting for the interests
15 of itself, its members or the general public" to prosecute a civil action for violation of the UCL.

16 97. Beginning at an exact date unknown to PLAINTIFFS, but at least four years prior
17 to the filing of this action, DEFENDANTS has committed unlawful, unfair, and/or fraudulent
18 business acts and practices as defined by Cal. Business & Professions Code § 17200, including
19 by engaging in the following:

- 20 a. failing and refusing to record meal periods of PLAINTIFFS and similarly
21 situated employees;
22 b. failing to pay one hour compensation for improper or missed meal
23 periods;
24 c. failing to pay one hour compensation for improper or missed rest breaks;
25 d. failing to pay all wages due to PLAINTIFFS and similarly situated
26 employees;
27 e. failing to pay overtime compensation to PLAINTIFFS and similarly
28 situated employees;

- f. failing to reimburse employees for work related expenses;
- g. failing to provide accurate itemized wage statements to PLAINTIFFS and similarly situated employees; and,
- h. failing to pay all wages earned, including overtime wages, and premium pay for failure to provide proper meal and rest breaks upon termination or 72 hours of a resignation.

98. The violations of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of Business and Professions Code § 17200.

99. As a direct and proximate result of DEFENDANTS unlawful, unfair, and/or fraudulent acts and practices described herein, DEFENDANTS have received and continues to hold ill-gotten gains belonging to PLAINTIFFS and class members. As a direct and proximate result of DEFENDANTS unlawful business practices, PLAINTIFFS and class members have suffered economic injuries including, but not limited to loss of wages, including overtime wages, pay for missed meal and rest periods, and waiting time penalties. DEFENDANTS have profited from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business expenses, improper deductions from compensation, unpaid overtime, meal and rest period compensation, and interest accrued by PLAINTIFFS and similarly situated Employees.

100. PLAINTIFFS and similarly situated Employees are entitled to restitution pursuant to Business & Professions Code §§ 17203 and 17208 for overtime, pay for missed meal and rest periods, and interest since four years prior to the filing of this action.

101. PLAINTIFFS and similarly situated Employees are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

102. PLAINTIFFS' success in this action will enforce important rights affecting the public interest. In this regard, PLAINTIFFS sue on behalf of the public as well as on behalf of themselves and others similarly situated. PLAINTIFFS seek and are entitled to the unpaid

1 compensation, declaratory and injunctive relief, civil penalties, and any other appropriate
2 remedy.

3 103. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from
4 continuing and repeating its unlawful, unfair and fraudulent business acts and practices alleged
5 above.

6 104. In order to prevent DEFENDANTS from profiting and benefiting from their
7 wrongful and illegal acts and continuing those acts, PLAINTIFFS request an order requiring
8 DEFENDANTS to disgorge all the profits and gains they have reaped and restore such profits
9 and gains to Employees, from whom they were unlawfully taken.

10 105. PLAINTIFFS have assumed the responsibility of enforcement of the laws and
11 lawful claims specified herein. There is a financial burden incurred in pursuing this action which
12 is in the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Code
13 of Civil Procedure § 1021.5.

14 106. By all of the foregoing alleged conduct, DEFENDANTS have committed, and is
15 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the
16 meaning of Business & Professions Code §17200 et seq.

17 107. As a direct and proximate result of the unfair business practices described above,
18 PLAINTIFFS, other Employees, and members of the general public have all suffered significant
19 losses and DEFENDANTS has been unjustly enriched.

20 108. Pursuant to Business & Prof. Code §17203, PLAINTIFFS, other Employees, and
21 members of the general public are entitled to: (a) restitution of money acquired by
22 DEFENDANTS by means of its unfair business practices, in amounts not yet ascertained but to
23 be ascertained at trial; (b) injunctive relief against DEFENDANTS continuation of its unfair
24 business practices; and (c) a declaration that DEFENDANTS business practices are unlawful,
25 unfair, and/or fraudulent within the meaning of the statute.

26 109. PLAINTIFFS, on behalf of themselves and similarly situated Employees, request
27 relief as described below.
28

1 110. PLAINTIFFS are informed and believes and on that basis alleges that at all times
2 herein mentioned DEFENDANTS have engaged in unlawful, deceptive and unfair business
3 practices, as proscribed by California Business and Professions Code § 17200 et seq., including
4 those set forth herein above thereby depriving PLAINTIFFS and other members of the class the
5 minimum working condition standards and conditions due to them under the California laws and
6 Industrial Welfare Commission wage orders as specifically described therein.

7
8 **SEVENTH CAUSE OF ACTION**

9 *(Labor Code §2699)*

10 111. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
11 fully set for herein.

12 112. Pursuant to Labor Code §2699, the foregoing violations of statutes and
13 regulations permit PLAINTIFFS to recover a civil penalty through this action. Labor Code
14 §2699 provides in relevant part that:

15 (a) Notwithstanding any other provisions of law, any provision of [the
16 California Labor Code] that provides for a civil penalty to be assessed
17 and collected by the Labor and Workforce Development Agency
18 or any of its departments, divisions, commissions, boards, agencies or
19 employees, for a violation of [the Labor Code], may, as an alternative,
20 be recovered through a civil action brought by an aggrieved employee
21 on behalf of himself or herself and other current or former
22 employees....(e) For all provisions of this code except those for which a
23 civil penalty is specifically provided, there is established a civil penalty
24 for a violation of these provisions, as follows:(2) If at the time of the
25 alleged violation, the person employs one or more employees, the civil
26 penalty is one hundred dollars (\$100) for each aggrieved employee per
27 pay period for the initial violation, and two hundred dollars (\$200) for
28 each aggrieved employee per pay period for each subsequent violation.

23 113. DEFENDANTS' violations of California wage and hour laws enable PLAINTIFF
24 Joseph Timbang Angeles to recover civil penalties as aggrieved employee on behalf of himself
25 and other current and former employees of DEFENDANTS.

26 114. PLAINTIFF Joseph Timbang Angeles has complied with the procedural
27 requirements specified in Labor Code §2699.3. As a result, PLAINTIFF Joseph Timbang
28

1 Angeles has exhausted all administrative procedures required of him under Labor Code §§2698,
2 2699 and 2699.3, and are justified as a matter of right in bringing forward this cause of action.

3 115. On or about June 29, 2012, PLAINTIFF Joseph Timbang Angeles through
4 counsel, pursuant to the Labor Code Private Attorneys General Act of 2004, sent via certified
5 mail a letter-notice of violations to the LWDA. A copy of this letter-notice is attached to this
6 Complaint as *Exhibit "A."*

7 116. The LWDA has not provided notice that it does not intend to investigate the
8 alleged violations. Pursuant to Labor Code §2699.3(a)(2)(A), because the LWDA did not
9 provide a notice of intent to investigate within thirty three (33) calendar days of the postmark
10 date of the letter sent to the LWDA on June 29, 2012, PLAINTIFF Joseph Timbang Angeles
11 may commence a civil action pursuant to Section 2699.

12 117. As a result of DEFENDANTS' violation of numerous provisions of the Labor
13 Code, PLAINTIFFS seek all civil penalties, reasonable attorneys fees and costs available
14 pursuant to Labor Code §2699.

15 118. PLAINTIFFS are likely to have evidentiary support, after research and reasonable
16 opportunity for further investigation and discovery, to further penalties and violations.
17 PLAINTIFFS will amend this Complaint if appropriate and required to seek all applicable
18 penalties for violations which the LWDA has failed to investigate and/or failed to issue a
19 citation.
20

21 119. Pursuant to Labor Code §2699(i), PLAINTIFFS should be awarded twenty-five
22 percent (25%) of all penalties due under California law, interest, attorneys' fees and costs. The
23 LWDA should be awarded seventy-five percent (75%) of the penalties due and awarded.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFFS on his own behalf and on the behalf of the members of the
26 class, prays for judgment as follows:

27 A. Certification of the above-described class as a class action, pursuant to
28 Code of Civil Procedure 382;

1 B. Certification of the above-described class as a representative class under
2 Business and Professions Code § 17200;

3 C. Class notice be provided to all employees who worked for
4 DEFENDANTS in California at any time from period commencing four years from the filing of
5 this action through the entry of final judgment in this action;

6 D. A declaratory judgment that DEFENDANTS have knowingly and
7 intentionally violated the following provisions of law:

- 8 1. Labor Code §§ 226.7 and 512, and IWC wage order No. 9 by
9 failure to provide proper off-duty meal periods and rest breaks to
10 PLAINTIFFS and the class;
- 11 2. Labor Code §§ 510, 1194 et seq. and IWC wage order No. 9 by
12 failure to pay overtime compensation to PLAINTIFFS and the
13 class;
- 14 3. Labor Code § 226 and IWC wage order No. 9, § 7(B) by failing to
15 provide PLAINTIFFS and the class with accurate itemized
16 statements of the actual total hours worked with each payment of
17 wages;
- 18 4. Labor Code §§ 201-203, for willful failure to pay overtime
19 compensation, pay for missed meal and rest periods, and failure to
20 repay unlawfully deducted wages at the time of termination of
21 employment, resulting in unpaid waiting time penalties; and
- 22 5. Cal. Business and Professions Code §§ 17200-17208, by failing to
23 to provide proper off-duty meal periods and/or pay meal period
24 compensation, by illegally deducting a health care premium from
25 the hourly rate when no health benefit was provided, failing to pay
26 all wages due and overtime compensation, failing to provide
27 accurate itemized wage statements showing all actual hours
28

1 worked, and willfully failing to pay all compensation owed to
2 Drivers upon termination of employment;

3 6. Pursuant to Labor Code §2699(i), twenty-five percent (25%) of all
4 penalties due under California law, interest, attorneys' fees and
5 costs. The LWDA should be awarded seventy-five percent (75%)
6 of the penalties due and awarded;

7 E. A declaratory judgment that DEFENDANTS' violations as described
8 above were willful;

9 F. An equitable accounting to identify, locate, and restore to all current and
10 former employees the wages that are due;

11 G. An award to PLAINTIFFS and the Class Members of damages in the
12 amount of unpaid wages and overtime, meal period pay, and amounts unlawfully deducted from
13 wages, including interest thereon, subject to proof at trial;

14 H. An award to PLAINTIFFS and the Class Members of statutory penalties
15 because of DEFENDANTS' failure to provide PLAINTIFFS and the Class Members with
16 itemized wage statements that comply with the requirements of Labor Code § 226, subject to
17 proof at trial;

18 I. An award of payments due to them as waiting time penalties as to those
19 Class Members who have left DEFENDANTS' employ, pursuant to Labor Code § 203;

20 J. An order requiring DEFENDANTS to pay restitution of all amounts owed
21 to PLAINTIFFS and similarly situated employees of DEFENDANTS for failure to pay legally
22 required overtime, meal period pay, and interest thereon and for failure to repay amounts
23 unlawfully deducted, and interest thereon, in an amount according to proof, pursuant to Business
24 & Professions Code § 17203;

25 \ \ \

1 K. An award to PLAINTIFFS and the Class Members of reasonable
2 attorneys' fees and costs, pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§
3 218.5, 226, 1194, 2802(c) and/or other applicable law; and

4 L. An award to PLAINTIFFS and the Class Members of such other and
5 further relief as this Court deems just and proper.

6
7 Dated: October 3, 2012

LIBERATION LAW GROUP, P.C.

8
9
10 By: 

Arlo Garcia Uriarte
Attorney for PLAINTIFFS
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EXHIBIT B

SUMMONS ISSUED
FILED
SUPERIOR COURT
COUNTY OF SAN FRANCISCO

2012 JUN 22 AM 8:25

CLERK OF THE COURT
BY: *[Signature]* DEPUTY CLERK

D. STEPP

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

Joseph Timbang Angeles, Noe Lastimosa, on
behalf of themselves, and on behalf of others
similarly situated, and the general public,

Plaintiffs,

vs.

US Airways, Inc., and DOES 1 through 50,

Defendants.

Case No.:

CGC-12-521809

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF:**

- (1) FAILURE TO PAY OVERTIME**
- (2) FAILURE TO COMPENSATE FOR
IMPROPER OR MISSED MEAL
PERIODS**
- (3) FAILURE TO COMPENSATE FOR
IMPROPER OR MISSED REST
BREAKS**
- (4) FAILURE TO PROVIDE
ACCURATE WAGE STATEMENTS**
- (5) WAITING TIME PENALTIES**
- (6) UNFAIR BUSSINESS PRACTICES**

PLAINTIFFS Joseph Timbang Angeles and Noe Lastimosa ("PLAINTIFFS"), hereby
submit their Complaint against Defendant US Airways, Inc., and Does 1-50 (hereinafter
collectively referred to as "DEFENDANTS") on behalf of themselves, and the class of others
similarly situated, as follows:

1 **INTRODUCTION**

2 1. This class action is within the Court's jurisdiction under California Labor Code
3 Sections 201-204, 226, 510, 1194, 226.7, and 512, California Business and Professions Code
4 Section 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the
5 Industrial Welfare Commission ("IWC") including IWC Wage Order No. 9.

6 2. This complaint challenges systemic illegal employment practices resulting in
7 violations of the California Labor Code, Business and Professions Code and applicable IWC
8 wage orders against employees of DEFENDANTS.

9 3. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS,
10 joint and severally have acted intentionally and with deliberate indifference and conscious
11 disregard to the rights of all employees in receiving all wages due and lawful rest and meal
12 periods.

13 4. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS
14 have engaged in, among other things a system of willful violations of the California Labor Code,
15 Business and Professions Code and applicable IWC wage orders by creating and maintaining
16 policies, practices and customs that knowingly deny employees: (a) all wages due, including
17 overtime wages (b) the opportunity to take proper rest and meal periods, and (c) receive accurate
18 wage statements.

19 5. The policies, practices and customs of DEFENDANTS described above and below
20 have resulted in unjust enrichment of DEFENDANTS and an unfair business advantage over
21 businesses that routinely adhere to the strictures of the California Labor Code, Business and
22 Professions Code and applicable IWC wage orders.

23 **JURISDICTION AND VENUE**

24 6. The Court has jurisdiction over the violations of the California Labor Code Sections
25 201-204, 510, 1194 226.7, 226, and 512 California Business and Professions Code Section
26 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial
27 Welfare Commission including IWC Wage Order No. 9 § 11 and 12 claims alleged herein.
28

1 Damages alleged herein are in an amount that exceeds \$25,000, the precise amount of which will
2 be proven at trial.

3 7. Venue is proper because the alleged wrongs occurred in the County of San Francisco.
4 DEFENDANTS are located within the jurisdiction of the County of San Francisco.
5 PLAINTIFFS worked for DEFENDANTS in the San Francisco International Airport.

6 **PARTIES**

7 8. PLAINTIFF Joseph Timbang Angeles was employed as a part-time ramp agent at
8 San Francisco International Airport ("SFIA") by DEFENDANTS from May 27, 2008 to June 4,
9 2012.

10 9. PLAINTIFF Noe Lastimosa was employed by DEFENDANTS as a full-time ramp
11 agent and later as a part-time ramp agent at SFIA from 2007 to the present.

12 10. US Airways, Inc. is a corporation doing business in the State of California with
13 its principal place of business in the County of San Francisco.

14 11. PLAINTIFFS are informed and believes and thereon alleges that at all times herein
15 mentioned DEFENDANTS and DOES 1 through 50, are and were corporations, business
16 entities, individuals, and partnerships, licensed to do business and actually doing business in the
17 State of California.

18 12. DEFENDANTS own and operate an industry, business and establishment in the
19 County of San Francisco, for the purpose of providing cleaning, fueling, and ramp related
20 services to its airplanes that serve passengers at San Francisco International Airport. As such,
21 and based upon all the facts and circumstances incident to DEFENDANTS' business in
22 California, DEFENDANTS are subject to California Labor Code Sections 201-204, 510, 1194
23 226.7, 226, and 512, California Business and Professions Code Section 17200, et seq., (Unfair
24 Practices Act) and the applicable wage order(s) issued by the Industrial Welfare Commission
25 including IWC Wage Order No. 9§ 11 and 12.

26 13. PLAINTIFFS do not know the true names or capacities, whether individual,
27 partner or corporate, of the DEFENDANTS sued herein as DOES 1 through 50, inclusive, and
28

1 for that reason, said DEFENDANTS are sued under such fictitious names, and PLAINTIFFS
2 prays leave to amend this complaint when the true names and capacities are known.
3 PLAINTIFFS are informed and believes and thereon alleges that each of said fictitious
4 DEFENDANTS are responsible in some way for the matters alleged herein and proximately
5 caused PLAINTIFFS and members of the class to be subject to the illegal employment practices,
6 wrongs and injuries complained of herein.

7 14. At all times herein mentioned, each of said DEFENDANTS participated in the
8 doing of the acts hereinafter alleged to have been done by the named DEFENDANTS; and
9 furthermore, the DEFENDANTS, and each of them, were the agents, servants and employees of
10 each of the other DEFENDANTS, as well as the agents of all DEFENDANTS, and at all times
11 herein mentioned, were acting within the course and scope of said agency and employment.

12 15. PLAINTIFFS are informed and believes and based thereon alleges that at all
13 times material hereto, each of the DEFENDANTS named herein was the agent, employee, alter
14 ego and/or joint venturer of, or working in concert with each of the other co-DEFENDANTS and
15 was acting within the course and scope of such agency, employment, joint venture, or concerted
16 activity. To the extent said acts, conduct, and omissions were perpetrated by certain
17 DEFENDANTS, each of the remaining DEFENDANTS confirmed and ratified said acts,
18 conduct, and omissions of the acting Defendant.

19 16. At all times herein mentioned, DEFENDANTS, and each of them, were members
20 of, and engaged in, a joint venture, partnership and common enterprise, and acting within the
21 course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

22 17. At all times herein mentioned, the acts and omissions of various DEFENDANTS,
23 and each of them, concurred and contributed to the various acts and omissions of each and all of
24 the other DEFENDANTS in proximately causing the injuries and damages as herein alleged.
25

26 **STATEMENT OF FACTS**

27 18. Defendant US Airways along with US Airways Shuttle and US Airways Express,
28 operates flights and serves passengers in several airports in California, including San Francisco,

1 San Jose, Oakland, Sacramento, Monterey, Fresno, Bakersfield, San Luis Obispo, Santa Barbara,
2 Santa Ana, Palm Springs, Los Angeles and San Diego.

3 19. PLAINTIFFS and similarly situated employees ("Fleet Service Agents") are
4 required to clock in and clock out each work day.

5 20. Fleet Service Agents are assigned a schedule for morning (a.m.) shifts and
6 afternoon/evening (p.m.) shifts. Fleet Service Agents are allowed to 'pick-up shifts' from other
7 Fleet Service Agents to pick-up shift mean to add shifts to pre-assigned daily schedules. By
8 picking up shifts part-time and full-time Fleet Service Agents are able to increase the number of
9 daily and weekly hours worked.

10 21. Fleet Service Agents, especially when working two or more shifts in one day,
11 regularly work more than 8 hours in one day.

12 22. Fleet Service Agents, especially when working two or more shifts in one day,
13 regularly work more than 12 hours in one day.

14 23. Fleet Service Agents, especially when working two or more shifts in one day,
15 regularly work more than 40 hours in one week.

16 24. DEFENDANTS' pay Fleet Service Agents once every two weeks. For a two week
17 pay period, the maximum number of regular hours is 80.

18 25. Yet, DEFENDANTS' payroll services when accounting for hours worked and
19 overtime hours worked does not properly pay Fleet Service Agents pursuant to California
20 overtime regulations.

21 26. DEFENDANTS' payroll services engaged in a creative accounting practice that
22 results in the underpayment of overtime wages.

23 27. DEFENANTS payroll services segregates the hours worked into different categories
24 resulting in the underpayment and inaccurate accounting of overtime hours worked during each
25 two week pay period.

26 28. The pay stub or itemized wage statements received by Fleet Service Agents do
27 not accurately reflect which hours are hours worked and which hours are regular hours worked.
28

1 29. Fleet Service Agents are not required to clock in and clock out during meal
2 periods.

3 30. Fleet Service Agents were subject to a uniform policy and practice wherein these
4 employees were only allowed to take meal periods and rest periods when there are no flights that
5 need to be serviced. Often, changes in flight schedules, under staffing, and other factors causes
6 Fleet Service Agents to involuntarily engage in improper/on-duty meal periods and rest breaks or
7 results in Fleet Service Agents missing meal period and rest breaks entirely.

8 31. DEFENDANTS' uniform practice and policy is to not schedule meal periods for
9 Fleet Service Agents.

10 32. DEFENDANTS' uniform practice and policy is to not schedule rest breaks for Fleet
11 Service Agents.

12 33. DEFENDANTS' uniform practice and policy is to not allow its Fleet Service Agents
13 to leave the employment premises or that part of the airport that U.S. Airways operates and
14 controls. Therefore, Fleet Service Agents are not free to use their meal periods for whatever
15 purpose.
16

17 34. DEFENDANTS' did not have a uniform practice or policy in place to relieve Fleet
18 Service Agents of all duties allowing them to take a proper meal period the entire meal period.

19 35. DEFENDANTS' did not have a uniform practice or policy in place for Fleet Service
20 Agents to schedule proper rest break.

21 36. Fleet Service Agents were not free from DEFENDANTS' control during meal
22 periods, as they were required to be inside DEFENDANTS' premises and required to respond to
23 cell phone calls or radio calls at all times.

24 37. Fleet Service Agents were not free from DEFENDANTS' control during rest breaks.

25 38. Fleet Service Agents were scheduled for shifts lasting more than 2 hours requiring at
26 least one rest break per shift.

27 39. Fleet Service Agents were scheduled for shifts of 5 hours or more requiring at least
28 one meal period per shift.

1 40. DEFENDANTS only authorized meal periods for full-time Fleet Service Agents who
2 were scheduled for shifts of 6 hours or more.

3 41. DEFENDANTS did not authorize meal periods for part-time Fleet Service Agents
4 who worked shifts lasting less than 6 hours.

5 42. DEFENDANTS did not authorize rest breaks for part-time Fleet Service Agents who
6 worked shifts lasting less than 4 hours but over 2 hours.

7 43. DEFENDANTS did not authorize a second rest break for Fleet Service Agents who
8 worked shifts over 6 hours but less than 8 hours.

9 44. DEFENDANTS did not authorize a second meal period for Fleet Service Agents
10 working a shift longer than 10 hours.

11 45. DEFENDANTS did not authorize a third rest break for Fleet Service Agents working
12 shifts longer than 10 hours.

13 46. When meal or rest periods are missed involuntarily by Fleet Service Agents or
14 because they were not authorized by DEFENDANTS, Fleet Service Agents were not
15 compensated one-hour at their regular rate of pay.
16

17 **CLASS ACTION ALLEGATIONS**

18 47. **Definition:** The named individual PLAINTIFFS brings this action on behalf of
19 himself and the class pursuant to California Code of Civil Procedure § 382. The class is defined
20 as:

21 "All current and former employees of DEFENDANTS who worked as Fleet Service
22 Agents in the State of California at any time from period commencing four years from
23 the filing of this action through the entry of final judgment in this action."

24 48. **Numerosity and Ascertainability:** The members of the class are so numerous that
25 joinder of all members would be impractical, if not impossible. PLAINTIFFS are informed and
26 believe that there are over 100 Fleet Service Agents working for DEFENDANTS in California.
27 The identity of the members of the class is readily ascertainable by review of DEFENDANTS'
28 records. Notice can be provided to the Class Members via first class mail using techniques and a

1 form of notice similar to those customarily used in class action lawsuits of this nature.
2 PLAINTIFFS are informed and believes and based thereon alleges that (a) class members
3 regularly were denied payment of all wages due, and (b) class members were regularly denied
4 meal periods and rest breaks.

5 **49. Adequacy of Representation:** PLAINTIFFS are a member of the class,
6 PLAINTIFFS does not have any conflicts of interest with other class members and will prosecute
7 the case vigorously on behalf of the class. PLAINTIFFS will fairly and adequately represent and
8 protect the interests of the class members. The PLAINTIFFS' counsels are competent and
9 experienced in litigating wage and hour class actions.

10 **50. Superiority of Class Action:** A class action is superior to other available means
11 for the fair and efficient adjudication of this controversy. Individual joinder of all class members
12 is not practicable, and questions of law and fact common to the class predominate over any
13 questions affecting only individual members of the class. Each class member has been damaged
14 and is entitled to recovery by reason of DEFENDANTS' unlawful policies and/or practices
15 described herein. Because the damages suffered by individual Class Members may be relatively
16 small, albeit significant, the expense and burden of individual litigation make it impractical for
17 most Class Members individually to seek redress for the wrongful conduct alleged. Class action
18 treatment will allow those similarly situated persons to litigate their claims in the manner that is
19 most efficient and economical for the parties and the judicial system.

20 **51. The California Labor Code and Wage Order provisions upon which PLAINTIFFS**
21 **bases their claims are broadly remedial in nature. These laws and labor standards serve an**
22 **important public interest in establishing minimum working conditions and standards in**
23 **California. These laws and labor standards protect the average working employee from**
24 **exploitation by employers who may seek to take advantage of superior economic and bargaining**
25 **power in setting onerous terms and conditions of employment.**

26 **52. The nature of this action and the format of laws available to PLAINTIFFS and**
27 **members of the class identified herein make the class action format a particularly efficient and**
28

1 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
2 file an individual lawsuit, the corporate DEFENDANTS would necessarily gain an
3 unconscionable advantage since it would be able to exploit and overwhelm the limited resources
4 of each individual PLAINTIFF with their vastly superior financial and legal resources.
5 Requiring each class member to pursue an individual remedy would also discourage the
6 assertion of lawful claims by employees who would be disinclined to file an action against their
7 former and/or current employer for real and justifiable fear of retaliation and permanent damage
8 to their careers at subsequent employment.

9 53. The prosecution of separate actions by the individual class members, even if
10 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
11 to individual class members against the DEFENDANTS and which would establish potentially
12 incompatible standards of conduct for the DEFENDANTS, and/or (b) adjudications with respect
13 to individual class members which would, as a practical matter, be dispositive of the interest of
14 the other class members not parties to the adjudications or which would substantially impair or
15 impede the ability of the class members to protect their interests. Further, the claims of the
16 individual members of the class are not sufficiently large to warrant vigorous individual
17 prosecution considering all of the concomitant costs and expenses.

18 54. **Common Question of Law and Fact:** There are questions of law and fact
19 common to PLAINTIFFS and the class that predominate over any questions affecting only
20 individual members of the class. These common questions of law and fact include, without
21 limitation:
22

- 23 a. Whether DEFENDANTS have failed to pay its employees
24 overtime wages for time worked in excess of 40 hours per week,
25 eight hours per day and/or double overtime twelve hours per day;
26 b. Whether DEFENDANTS have employed employees in a position
27 subject to, and not exempt from, California's overtime pay and
28 other wage and hour requirements;

- 1 c. Whether DEFENDANTS have violated IWC wage order No. 9, § 3
2 and Labor Code §§ 510 and 1194 by their failure to pay overtime
3 compensation;
4 d. Whether DEFENDANTS failure to pay overtime compensation
5 constitutes an unlawful, unfair, and/or fraudulent business practice,
6 under Business & Professions Code § 17200 et seq.;
7 e. Whether DEFENDANTS have failed to provide adequate off-duty
8 meal periods and payments for missed meal periods, in violation of
9 Labor Code §§ 226.7 and 512 and IWC wage order No. 9, § 11;
10 f. Whether DEFENDANTS' failure to provide adequate meal periods
11 and payments for missed meal periods constitutes an unlawful,
12 unfair, and/or fraudulent business practice, under Business &
13 Professions Code § 17200 et seq;
14 g. Whether DEFENDANTS have failed to provide adequate rest
15 breaks and payments for missed rest breaks, in violation of Labor
16 Code §§ 226.7 and 512 and IWC wage order No. 9, § 12;
17 h. Whether DEFENDANTS' failure to provide adequate rest breaks
18 and payments for missed rest breaks constitutes an unlawful,
19 unfair, and/or fraudulent business practice, under Business &
20 Professions Code § 17200 et seq;
21 i. Whether the wage statements provided to PLAINTIFFS and
22 similarly situated employees were inaccurate pursuant to Labor
23 Code § 226 and IWC Wage Order 9.
24 j. Whether PLAINTIFFS and similarly situated employees are
25 entitled to the statutory penalties to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial violation and one
27
28

- 1 hundred dollars (\$100) for each subsequent violation, up to four
2 thousand dollars (\$4,000) pursuant to Labor Code § 226(b);
3 k. Whether DEFENDANTS have violated Labor Code §§ 201-203,
4 by failing, upon termination, to timely pay employees wages that
5 were due for overtime, missed meal periods, and/or rest breaks;
6 l. Whether DEFENDANTS failure to pay all compensation owed at
7 time of termination of employment constituted an unlawful, unfair,
8 and/or fraudulent business practice, under Business & Professions
9 Code § 17200 et seq; and
10 m. The proper formula for calculating restitution, damages, and
11 waiting time and other statutory penalties owed to PLAINTIFFS
12 and the class alleged herein.
13

14 55. **Typicality:** The claims of PLAINTIFFS are typical of the claims of all members
15 of the class. The PLAINTIFFS are a member of the class and has suffered the alleged violations
16 of California Labor Code Sections 201-204, 510, 1194 226.7, 226, and 512 and California
17 Industrial Welfare Commission wage orders including IWC Wage Order No. 9.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME COMPENSATION**

20 56. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
21 fully set for herein.

22 57. By failing to pay overtime compensation to PLAINTIFFS and similarly situated
23 employees DEFENDANTS violated and continues to violate Labor Code § 510 and IWC wage
24 order No. 9, § 3, which require overtime compensation to non-exempt employees.

25 58. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS and the similarly situated
26 employees have been deprived of overtime compensation in an amount to be determined at trial,
27 and are entitled to recovery of such amounts, plus interest thereon, under Labor Code § 1194.
28

1 59. By violating Labor Code § 510, DEFENDANTS are liable for attorneys' fees and
2 costs under Labor Code §1194.

3 60. PLAINTIFFS, on behalf of themselves and similarly situated employees, request
4 relief as described below.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PROPER MEAL PERIODS**

7 61. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
8 fully set for herein.

9 62. DEFENDANTS failed in their affirmative obligation to ensure that all of their
10 employees, including PLAINTIFFS and others similarly situated, were actually relieved of all
11 duties, not performing any work, and free to leave the premises during meal periods.
12 PLAINTIFFS and others similarly situated were suffered and permitted to work through legally
13 required meal breaks. As such, Defendant is responsible for paying premium compensation for
14 missed meal periods pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 11(B).
15

16 63. As a pattern and practice, DEFENDANTS regularly required employees to work
17 through their meal periods without proper compensation. DEFENDANTS did not employ
18 sufficient Fleet Service Agents in order for them to take proper meal periods when the flight
19 schedules got busy. This policy of requiring employees to work through their legally mandated
20 meal periods is a violation of California law.

21 64. PLAINTIFFS are informed and believes and based thereon alleges
22 DEFENDANTS willfully failed to pay employees who were not provided the opportunity to take
23 meal breaks the premium compensation set out in Labor Code § 226.7 and IWC Wage Order No.
24 9§ 11(B). PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS'
25 willful failure to provide PLAINTIFFS and other members of the class the wages due and owing
26 them upon separation from employment.

27 65. As a pattern and practice, in violation of the aforementioned labor laws and wage
28 orders, PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS did

1 not properly maintain records pertaining to when PLAINTIFFS began and ended each meal
2 period in violation of California Labor Code §1174 and Section 7 of the applicable IWC Wage
3 Order(s).

4 66. Such a pattern, practice and uniform administration of corporate policy as
5 described herein is unlawful and creates an entitlement to recovery by the PLAINTIFFS and the
6 class identified herein, in a civil action, for the unpaid balance of the unpaid premium
7 compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 11(B), including
8 interest thereon.

9 67. DEFENDANTS' wrongful and illegal conduct in failing provide class members
10 with the opportunity to take meal breaks and to provide premium compensation in accordance
11 with Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9§ 11(B) despite the clear legal
12 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
13 great and irreparable injury to PLAINTIFFS and all members of the class in that the
14 DEFENDANTS will continue to violate these California laws, represented by labor statutes and
15 IWC wage orders, unless specifically ordered to comply with same. This expectation of future
16 violations will require current and future employees to repeatedly and continuously seek legal
17 redress in order to gain compensation to which they are entitled under California law.
18 PLAINTIFFS has no other adequate remedy at law to insure future compliance with the
19 California labor laws and wage orders alleged to have been violated herein.
20

21 THIRD CAUSE OF ACTION

22 FAILURE TO PROVIDE REST BREAKS

23 68. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
24 fully set for herein.

25 69. DEFENDANTS failed in their affirmative obligation to ensure that all of their
26 employees, including PLAINTIFFS and others similarly situated, were provided an opportunity
27 and authorized to take rest breaks. PLAINTIFFS and others similarly situated were suffered and
28 permitted to work through legally required rest breaks. As such, Defendant is responsible for

1 paying premium compensation for missed rest breaks pursuant to Labor Code § 226.7 and IWC
2 Wage Order No. 9§ 12.

3 70. As a pattern and practice, DEFENDANTS regularly required employees to work
4 through their rest breaks without proper compensation. DEFENDANTS did not employ
5 sufficient Fleet Service Agents in order for them to take proper rest breaks when the flight
6 schedules got busy. This policy of requiring employees to work through their legally mandated
7 rest breaks is a violation of California law.

8 71. PLAINTIFFS are informed and believes and based thereon alleges
9 DEFENDANTS willfully failed to pay employees who were not provided the opportunity to take
10 meal breaks the premium compensation set out in Labor Code § 226.7 and IWC Wage Order No.
11 9§ 12. PLAINTIFFS are informed and believes and based thereon alleges DEFENDANTS'
12 willful failure to provide PLAINTIFFS and other members of the class the wages due and owing
13 them upon separation from employment.

14 72. Such a pattern, practice and uniform administration of corporate policy as
15 described herein is unlawful and creates an entitlement to recovery by the PLAINTIFFS and the
16 class identified herein, in a civil action, for the unpaid balance of the unpaid premium
17 compensation pursuant to Labor Code § 226.7 and IWC Wage Order No. 9§ 12, including
18 interest thereon.

19 73. DEFENDANTS' wrongful and illegal conduct in failing provide class members
20 with the opportunity to take rest breaks and to provide premium compensation in accordance
21 with Labor Code §§ 226.7 and 512 and IWC Wage Order No. 9§ 12 despite the clear legal
22 obligation to do so, unless and until enjoined and restrained by order of this court, will cause
23 great and irreparable injury to PLAINTIFFS and all members of the class in that the
24 DEFENDANTS will continue to violate these California laws, represented by labor statutes and
25 IWC wage orders, unless specifically ordered to comply with same. This expectation of future
26 violations will require current and future employees to repeatedly and continuously seek legal
27 redress in order to gain compensation to which they are entitled under California law.
28

1 PLAINTIFFS has no other adequate remedy at law to insure future compliance with the
2 California labor laws and wage orders alleged to have been violated herein.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

5 74. The allegations of Paragraphs above are re-alleged and incorporated herein by
6 reference.

7 75. Labor Code § 226(a) and IWC wage order No. 9, § 7(B) require employers semi-
8 monthly or at the time of each payment of wages to furnish each employee with an accurate
9 statement itemizing, among other things, the total actual hours worked by the employee. Labor
10 Code § 226(b) provides that if an employer knowingly and intentionally fails to provide a
11 statement itemizing, among other things, the total actual hours worked by the employee, then the
12 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
13 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four
14 thousand dollars (\$4,000).
15

16 76. DEFENDANTS knowingly and intentionally failed to furnish PLAINTIFFS and
17 similarly situated employees with accurate itemized statements showing the total actual hours
18 worked, as required by Labor Code § 226(a) and IWC wage order No 9, § 7(B). As a result,
19 DEFENDANTS, are liable to PLAINTIFFS and similarly situated Employees for the amounts
20 provided by Labor Code § 226(e).

21 77. PLAINTIFFS, on behalf of themselves and similarly situated Employees, requests
22 relief as described below.

23 **FIFTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**
25 **(LABOR CODE §§ 201, 202 & 203)**

26 78. PLAINTIFFS re-allege and incorporate by reference paragraphs 1 through 68 as
27 though fully set for herein.
28

1 79. Labor Code § 201 requires an employer who discharges an employee to pay all
2 compensation due and owing to that employee immediately upon discharge.

3 80. Labor Code § 202 requires an employer to pay all compensation due and owing to an
4 employee who quits within 72 hours of that employee quitting, unless the employee provides at
5 least 72 hours notice of quitting, in which case all compensation is due at the end of the
6 employee's final day of work.

7 81. Labor Code § 203 provides that if an employer willfully fails to pay compensation
8 promptly upon discharge, as required by § 201 or § 202, then the employer is liable for waiting
9 time penalties in the form of continued compensation of up to 30 work days.

10 82. DEFENDANTS willfully failed and refused to timely pay compensation and wages,
11 including unpaid meal and rest compensation, and overtime wages to employees whose
12 employment terminated. As a result, DEFENDANTS are liable to former employees for waiting
13 time penalties, together with interest thereon under Labor Code § 203.

14 83. PLAINTIFFS, on behalf of all terminated employees, request relief as described
15 below.
16

17 **SIXTH CAUSE OF ACTION**

18 **FOR VIOLATIONS OF *BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.***

19 84. PLAINTIFFS re-allege and incorporate by reference paragraphs above as though
20 fully set for herein.

21 85. Business & Professions Code § 17200 prohibits unfair competition in the form of
22 any unlawful, unfair, or fraudulent business act or practice.

23 86. Business & Professions Code § 17204 allows "any person acting for the interests
24 of itself, its members or the general public" to prosecute a civil action for violation of the UCL.

25 87. Beginning at an exact date unknown to PLAINTIFFS, but at least four years prior
26 to the filing of this action, DEFENDANTS has committed unlawful, unfair, and/or fraudulent
27 business acts and practices as defined by Cal. Business & Professions Code § 17200, including
28 by engaging in the following:

1 88. failing and refusing to record meal periods of PLAINTIFFS and similarly situated
2 employees;
3 89. failing to pay one hour compensation for improper or missed meal periods;
4 90. failing to pay one hour compensation for improper or missed rest breaks;
5 91. failing to pay all wages due to PLAINTIFFS and similarly situated employees;
6 92. failing to pay overtime compensation to PLAINTIFFS and similarly situated
7 employees;
8 93. failing to provide accurate itemized wage statements to PLAINTIFFS and similarly
9 situated employees; and,
10 94. failing to pay all wages earned, including overtime wages, and premium pay for
11 failure to provide proper meal and rest breaks upon termination or 72 hours of a resignation.
12 95. The violations of these laws serve as unlawful, unfair, and/or fraudulent predicate
13 acts and practices for purposes of Business and Professions Code § 17200.
14 96. As a direct and proximate result of DEFENDANTS unlawful, unfair, and/or
15 fraudulent acts and practices described herein, DEFENDANTS have received and continues to
16 hold ill-gotten gains belonging to PLAINTIFFS and class members. As a direct and proximate
17 result of DEFENDANTS unlawful business practices, PLAINTIFFS and class members have
18 suffered economic injuries including, but not limited to loss of wages, including overtime wages,
19 pay for missed meal and rest periods, and waiting time penalties. DEFENDANTS have profited
20 from its unlawful, unfair, and/or fraudulent acts and practices in the amount of those business
21 expenses, improper deductions from compensation, unpaid overtime, meal and rest period
22 compensation, and interest accrued by PLAINTIFFS and similarly situated Employees.
23 97. PLAINTIFFS and similarly situated Employees are entitled to restitution pursuant to
24 Business & Professions Code §§ 17203 and 17208 for overtime, pay for missed meal and rest
25 periods, and interest since four years prior to the filing of this action.
26 98. PLAINTIFFS and similarly situated Employees are entitled to enforce all applicable
27 penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.
28

1 99. PLAINTIFFS' success in this action will enforce important rights affecting the public
2 interest. In this regard, PLAINTIFFS sue on behalf of the public as well as on behalf of
3 themselves and others similarly situated. PLAINTIFFS seek and are entitled to the unpaid
4 compensation, declaratory and injunctive relief, civil penalties, and any other appropriate
5 remedy.

6 100. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from
7 continuing and repeating its unlawful, unfair and fraudulent business acts and practices alleged
8 above.

9 101. In order to prevent DEFENDANTS from profiting and benefiting from their
10 wrongful and illegal acts and continuing those acts, PLAINTIFFS request an order requiring
11 DEFENDANTS to disgorge all the profits and gains they have reaped and restore such profits
12 and gains to Employees, from whom they were unlawfully taken.

13 102. PLAINTIFFS have assumed the responsibility of enforcement of the laws and
14 lawful claims specified herein. There is a financial burden incurred in pursuing this action which
15 is in the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Code
16 of Civil Procedure § 1021.5.

17 103. By all of the foregoing alleged conduct, DEFENDANTS have committed, and is
18 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the
19 meaning of Business & Professions Code §17200 et seq.

20 104. As a direct and proximate result of the unfair business practices described above,
21 PLAINTIFFS, other Employees, and members of the general public have all suffered significant
22 losses and DEFENDANTS has been unjustly enriched.

23 105. Pursuant to Business & Prof. Code §17203, PLAINTIFFS, other Employees, and
24 members of the general public are entitled to: (a) restitution of money acquired by
25 DEFENDANTS by means of its unfair business practices, in amounts not yet ascertained but to
26 be ascertained at trial; (b) injunctive relief against DEFENDANTS continuation of its unfair
27
28

1 business practices; and (c) a declaration that DEFENDANTS business practices are unlawful,
2 unfair, and/or fraudulent within the meaning of the statute.

3 106. PLAINTIFFS, on behalf of themselves and similarly situated Employees, request
4 relief as described below.

5 107. PLAINTIFFS are informed and believes and on that basis alleges that at
6 all times herein mentioned DEFENDANTS have engaged in unlawful, deceptive and unfair
7 business practices, as proscribed by California Business and Professions Code § 17200 et seq.,
8 including those set forth herein above thereby depriving PLAINTIFFS and other members of the
9 class the minimum working condition standards and conditions due to them under the California
10 laws and Industrial Welfare Commission wage orders as specifically described therein.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS on his own behalf and on the behalf of the members of the
13 class, prays for judgment as follows:

14 A. Certification of the above-described class as a class action, pursuant to
15 Code of Civil Procedure 382;

16 B. Certification of the above-described class as a representative class under
17 Business and Professions Code § 17200;

18 C. Class notice be provided to all employees who worked for
19 DEFENDANTS in California at any time from period commencing four years from the filing of
20 this action through the entry of final judgment in this action;

21 D. A declaratory judgment that DEFENDANTS have knowingly and
22 intentionally violated the following provisions of law:

- 23 1. Labor Code §§ 226.7 and 512, and IWC wage order No. 9 by
24 failure to provide proper off-duty meal periods and rest breaks to
25 PLAINTIFFS and the class;
- 26 2. Labor Code §§ 510, 1194 et seq. and IWC wage order No. 9 by
27 failure to pay overtime compensation to PLAINTIFFS and the
28

class;

3. Labor Code § 226 and IWC wage order No. 9, § 7(B) by failing to provide PLAINTIFFS and the class with accurate itemized statements of the actual total hours worked with each payment of wages;
4. Labor Code §§ 201-203, for willful failure to pay overtime compensation, pay for missed meal and rest periods, and failure to repay unlawfully deducted wages at the time of termination of employment, resulting in unpaid waiting time penalties; and
5. Cal. Business and Professions Code §§ 17200-17208, by failing to provide proper off-duty meal periods and/or pay meal period compensation, by illegally deducting a health care premium from the hourly rate when no health benefit was provided, failing to pay all wages due and overtime compensation, failing to provide accurate itemized wage statements showing all actual hours worked, and willfully failing to pay all compensation owed to Drivers upon termination of employment;

E. A declaratory judgment that DEFENDANTS' violations as described above were willful;

F. An equitable accounting to identify, locate, and restore to all current and former employees the wages that are due;

G. An award to PLAINTIFFS and the Class Members of damages in the amount of unpaid wages and overtime, meal period pay, and amounts unlawfully deducted from wages, including interest thereon, subject to proof at trial;

H. An award to PLAINTIFFS and the Class Members of statutory penalties because of DEFENDANTS' failure to provide PLAINTIFFS and the Class Members with itemized wage statements that comply with the requirements of Labor Code § 226, subject to

1 proof at trial;

2 I. An award of payments due to them as waiting time penalties as to those
3 Class Members who have left DEFENDANTS' employ, pursuant to Labor Code § 203;

4 J. An order requiring DEFENDANTS to pay restitution of all amounts owed
5 to PLAINTIFFS and similarly situated employees of DEFENDANTS for failure to pay legally
6 required overtime, meal period pay, and interest thereon and for failure to repay amounts
7 unlawfully deducted, and interest thereon, in an amount according to proof, pursuant to Business
8 & Professions Code § 17203;

9 K. An award to PLAINTIFFS and the Class Members of reasonable
10 attorneys' fees and costs, pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§
11 218.5, 226, 1194 and/or other applicable law; and

12 L. An award to PLAINTIFFS and the Class Members of such other and
13 further relief as this Court deems just and proper.
14

15 Dated: June 6, 2012

LIBERATION LAW GROUP, P.C.

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18 By: 

19 Arlo Garcia Uriarte
20 Attorney for PLAINTIFFS
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